did. It was held that the loss was directly caused by the declaration of war which was a restraint of princes within the meaning of the policies. In *The G. R. Booth,* 171 U. S. 450, it is said, "The question is not what cause was nearest in time or place to the catastrophe. The proximate cause is the efficient cause, the one that necessarily sets the other causes in operation. The causes that are merely incidental or instruments of a superior or controlling agency are not the proximate causes though they may be nearer in time to the result. It is only when the causes are independent of each other that the nearest is to be charged with the disaster." Where a vessel is lost by an explosion of gunpowder occurring after the ship is on fire, fire is the proximate and sole cause. *Waters* v. *Merchants Ins. Co.,* 11 Peters (U. S.) 213. Where a canal boat was sunk by striking a hidden obstruction and in the delay caused a part of the cargo was frozen, the proximate cause was the sinking of the boat, the freezing of the cargo being a mere incident and the insurer was liable. *Devitt* v. *Providence Washington Ins. Co.* 173 N. Y. 17. The contract of insurance being a unilateral contract and the insured being compelled to accept the form offered in order to secure insurance, it would seem that if the contract was most strongly construed against the insurer a different conclusion might well be reached in the instant case.

INTOXICATING LIQUORS—INSURANCE—LEGALITY OF THE CONTRACT.—A policy of fire insurance was issued covering "a stock of intoxicating liquors, and other merchandise, while contained in a building used for mercantile purposes." Ga. P. C., 1910, provides that it shall be a misdemeanor to sell alcoholic liquor or keep it on hand at one's place of business. *Held,*—Luke J. dissenting, that the contract on its face required the goods insured to be used for an illegal purpose and so the risk never attached. *Wood* v. *First National Fire Ins. Co.,* (Va. 1917), 94 S. E. 622.

Authorities are agreed as to the general rule, if an insurance contract is intended to advance the illegal purpose of the insured the contract is void. However, if such insurance does not further the illegality, altho' it may be collaterally connected therewith, it is not void. *Phenix Ins. Co.* v. *Clay,* 101 Ga. 331. The test as laid down by Judge Marshall in *Armstrong* v. *Toler,* 11 Wheat 258, is that the contract shall be entirely disconnected with the illegal act and founded on a new consideration. Courts have differed on the degree of disconnection required to save the contract of insurance. Some jurisdictions have gone to the extreme of holding valid policies on liquor kept for illegal sale, *Erb* v. *Ins. Co.,* 98 Iowa 606, on the theory that the purpose of the contract is to indemnify against loss, not to encourage illegal acts. Others take a middle ground, namely, that the policy will be invalid unless the liquor is lawfully kept and the wrongful sales are in the nature of a side issue. *Carrigan* v. *Lycoming Ins. Co.,* 53 Vt.. 418. The question has been most often decided in the case of insurance on drug stocks containing liquors in prohibition territory. In a well considered case in Michigan, Judge Campbell distinguished such insurance from marine insurance with which it is sometimes confounded by false analogy. In the latter

case the illegal purpose of the voyage voids the policy *ipso facto* since it calls for an illegal act to be done; whereas with intoxicants it simply protects against accident, and the wrongful use is purely incidental. *Niagara Fire Ins. Co.* v. *De Graff,* 12 Mich. 124, followed in *Ins. Co. of North America* v. *Evans,* 64 Kans. 770 on a similar set of facts. The Massachusetts courts have gone farthest in setting aside insurance on property illegally employed, holding that the insurance risk on a saloon whose owner had no license at the time the policy issued, never attached, *Lawrence* v. *Nat'l Fire Ins. Co.,* 127 Mass. 557; and again ruling against an analogous insurance on a billiard table in an establishment run by joint owners, who both sold liquor, tho' only one had a license, *Johnson* v. *Ins. Co.,* 127 Mass. 555. A series of Missouri cases seem to point the same way but are all explainable by reference to a statute, rendering any contract with regard to intoxicants illegal. The effect of the Mass. decisions is impaired by a later case, *Hinckley* v. *Germania Fire Ins. Co.,* 140 Mass. 38 supporting insurance on a bowling alley whose license had expired before the use was discontinued, which happened before the loss. It is not explained how the risk once detached, (to follow the earlier cases) could again re-attach. No one of the adjudicated cases presents quite the problem of the principal case, because of the incorporation in the policy itself of words capable of the interpretation adopted by the majority opinion, i. e. that to store them in a manner not contrary to the statute would be to contravene an express term of the policy.

JUDGMENT—COLLATERAL ATTACK—DEFECTIVE PETITION.—A petition by a guardian of a freedman for permission to sell his ward's land did not state any reason for sale which the statute of the state made ground for ordering such a sale; but the court in which the petition was filed, the one to which the statute gave jurisdiction over such matters, on hearing ordered the sale, which was made, and the price paid by the purchaser. On suit by the ward against the purchaser to recover possession of the land and quiet the title in him, on the ground that the sale was void by reason of the order being made without jurisdiction: *Held* that jurisdiction was acquired by the petition of the guardian for permission to sell land within the jurisdiction though the petition did not state any cause of action—that objection to such defects could be taken only by demurrer in the original case, not by collateral attack. *Welch* v. *Focht* (Okl., 1918), 171 Pac. 730.

The decision is undoubtedly sound in principle and supported by the decided weight of authority. The opinon of the court contains such cogent argument and extended review of the decisions as to leave nothing to be added. See also 1 MICH. L. REV. 644-657; 10 MICH. L. REV. 384-391.

JUDGMENT—VACATION—UNAUTHORIZED APPEARANCE OF ATTORNEY.—In a suit to set aside a marriage and deprive the alleged widow of an estate, the attorney claimed to represent several plaintiffs, one of whom had not authorized the use of his name, nor ratified otherwise than by failure to have his name removed from the record when he learned the facts. Judgment for